

Kasell Law Firm

June 8, 2015

Showroom Auto, LLC.
42-08 35th Avenue
Long Island City, NY 11101

Our Client: Omar Francis
Vehicle: 2007 BMW 335i
Date of Purchase: April 15, 2015
VIN: WBAVD53587A007763 the

Dear Showroom Auto LLC:

I write to advise that Mr. Francis has retained this law firm with regard to your numerous failures in connection with your sale and financing of is 2007 BMW 335i (VIN # WBAVD53587A007763) (the "Vehicle"). Accordingly, please direct all future contacts and correspondence to this office.

AS AN ATTORNEY-CLIENT RELATIONSHIP EXISTS, YOU ARE INSTRUCTED NOT TO DISCUSS THE SETTLEMENT OF THIS CASE WITH OUR CLIENT NOR MAKE ANY OFFERS TO OUR CLIENT. ALL SUCH COMMUNICATIONS MUST BE DIRECTED TO THIS OFFICE. SHOULD OUR CLIENT REQUEST WARRANTY REPAIR WORK DURING THE PENDENCY OF THIS CLAIM OR LAWSUIT, YOU ARE TO PROVIDE SAID WORK. YOUR REFUSAL TO DO SO WILL CONSTITUTE A FURTHER BREACH OF THE WARRANTY. YOUR COMMUNICATIONS WITH OUR CLIENT ARE TO BE LIMITED SOLELY TO PROVIDING WARRANTY WORK REQUESTED BY OUR CLIENT. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEY'S LIEN.

You violated the federal Truth in Lending Act ("TILA") by your inaccurate and/or false disclosures; your failure to make required disclosures or to make disclosures in the required manner; New York's Vehicle & Traffic Law § 417-a for failing to properly disclose this Vehicle's Lemon Law history; and General Business Law § 349 for misrepresentations and/or omissions of material information in connection with your sale of the Vehicle.

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Phone 718.404.6668

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Specifically, you violated TILA by selling the Vehicle by indicating the Total of Payments would be \$29,476.80 with monthly payments of \$409.40 and then delivering a Retail Installment Contract that indicated the Total of Payments was \$30,582 and the monthly payments would be \$424.75.

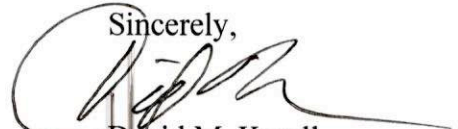
Additionally, prior to the sale, you failed to disclose that this vehicle was returned to the manufacturer or dealer because it did not conform to its warranty, thereby violating New York's Vehicle & Traffic Law § 417-a.

Please be advised that the TILA and New York's General Business Law §§ 349 provide for attorneys' fees which can be significant and are regularly awarded by the courts.

Further, New York's Vehicle & Traffic Law § 417-a provides for treble damages for your failure to make required disclosures in addition to its attorney fee provision. Because the courts will award us these fees, it is in your interest to contact this firm as quickly as possible to see if we can reach a resolution of this matter.

If you wish to resolve this matter amicably, please contact this office within seven (7) days from receipt of this communication. If the matter has not been resolved within that time, the undersigned has been directed to file a lawsuit against you.

Sincerely,



David M. Kasell

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